

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of NOVEMBER, 2001, by and between the EWING-LAWRENCE SEWERAGE AUTHORITY, Mercer County, Lawrenceville, New Jersey, hereinafter referred to as the "Employer" and CONSTRUCTION AND GENERAL LABORERS' UNION, LOCAL 172 OF SOUTH JERSEY, hereinafter referred to as the "Union".

PREAMBLE

This Agreement represents the complete and final understanding on all bargainable issues between the Employer and Union and is designed to maintain and promote a harmonious relationship between the Employer and such of its employees who are covered by Section 1, Recognition, in order that efficient and progressive public service may be rendered, with the public health and welfare being of paramount consideration in this contract and supersedes the Agreement by and between the parties hereto, which Agreement is dated January 1, 1999 and subsequent addendum thereto.

ARTICLE I  
RECOGNITION

SECTION I:

The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its employees' whose titles are set forth in Appendix "A", but excluding managerial executives, confidential employees and all supervisor employees within the meaning of the New Jersey Public Employer-Employee Relations Act, and all other employees of the Employer.

NO STRIKE CLAUSE

SECTION II:

The Union and the Employer mutually agree that there shall be no strikes, walk-outs, slowdowns, sick-outs and other forms of work stoppages which are contrary to law and public policy and inimical to general good, health and welfare of the users of the Employer's facilities and those who reside in and outside the Employer's "District".

The Union and the Employer recognize that the Employer, under the Sewerage Authorities Law of the State of New Jersey and Public Law 92-500 passed by the United States Congress in 1972 and as may be amended, is charged with the responsibility of the collection,

transportation and treatment and reclamation of the wastewater in its system to abate the pollution of the waters and streams in the Mercer County area.

It is recognized that the Employer is under legal obligation, under severe penalties, to provide the necessary facilities and to continuously operate and maintain said facilities to meet the conditions and standards set forth in the permits issued to the Employer by the United States Environmental Protection Agency, New Jersey Department of Environmental Protection and the Delaware River Basin Commission.

#### DUES AND DEDUCTIONS

#### SECTION III:

A. Union Dues: Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of such employee from his paycheck, and remit such deduction by the tenth (10th) day of the succeeding month to the official designated by the Union, in writing, to receive such deductions. The union will notify the employer, in writing, of the exact amount of such regular membership dues to be deducted.

Any employee may, in writing, terminate his respective dues deduction authorization as of July 1 or January 1 of the contract year.

B. Representation Fee: In accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended, the employer shall deduct and pay over to the UNION a representation fee in lieu of dues by payroll deduction for the salaries of all employees covered by this Agreement who are not members of the UNION. The said representation fee in lieu of dues, which shall not exceed 85% of the regular membership dues, shall be paid over to the UNION treasurer, within three (3) days of each payroll period ending date.

The Union agrees to establish and maintain a "demand and return" system, whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share" if any, subject to refund in accordance with the provision of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

If during the term of this Agreement there shall be any change in or the rate of membership dues which affects the amount of the representation fee in lieu of dues, Union shall furnish to the employer written notice, thirty (30) days prior to the effective date of such change.

C. General Deductions: All legal, public employees retirement system (PERS) and other authorized deductions shall be made from each employee's pay.

#### UNION REPRESENTATIVES

#### SECTION IV:

Representatives of the Union, who are not employees of the Employer, shall be admitted on the premises of the Employer for Union business solely and by the Representative presenting himself to the Executive Director or his designee prior to the discussion of Union business.

The Employer agrees to recognize a maximum of one shop steward selected by the Union. A steward shall be granted a reasonable amount of time during his working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor.

#### EQUAL TREATMENT

#### SECTION V:

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union membership or union activities. The employer agrees that all State and Federal equal treatment mandates will be followed.

The Employer and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

### ARTICLE II

#### MANAGEMENT RIGHTS

It is recognized that the management of the Employer, the control of its properties and the maintenance of order and efficiency, is solely a responsibility not limited, to select and direct the working forces, including the right to hire, suspend or

discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision, and training programs necessary, machinery and tool equipment, methods, schedules of work together with selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, in accordance with past practices.

### ARTICLE III SENIORITY

#### A. PROBATIONARY EMPLOYEES

1. Newly hired employees shall be considered probationary employees for the first full year of employment. Such employees may during the probationary period, be terminated at any time without any recourse whatsoever. Anything to the contrary notwithstanding, the parties to the Agreement may extend the probationary period by mutual consent of the parties to this Agreement. It is specifically understood and agreed all fringe benefits of employment specified throughout this Agreement shall be provided a new employee in a probationary status three (3) months after commencement of employment.

2. For a newly hired employee, upon completion of the probationary period, an employee's seniority shall be his date of commencement of employment.

3. An existing employee promoted to a new job classification shall be considered probationary in said new classification for one full year from the date of said promotion, provided, however, said employee is not subject to discharge as is a newly hired employee nor shall said promoted probationary period in any manner defeat said employee's then existing benefits, it being understood all such benefits continue in the ordinary course as if said employee were not promoted.

A. An employee promoted to a new job classification shall receive the regular, not the probationary, wage applicable to the promoted job classification.

B. At the expiration of said probationary period in the sole discretion of Employer and without recourse to said employee, Employer may terminate the promotion at which said employee shall then revert to this job classification prior to said promotion.

C. Management shall cause notice of a job or position of

employment opening to be posted on the bulletin board in the Administration Building at least one (1) week prior to management publicly soliciting for a new employee to fill said job or position of employment. It being the intention of the parties hereto current employees are to be first afforded the opportunity to qualify for and obtain any and all openings in employment with the Authority.

B. LAYOFF

1. In the event of layoff, departmental seniority shall prevail, providing the employee has the necessary qualifications, skills and abilities to perform whatever work may be available. Seniority shall be determined by commencement date of employment.

2. Employees on layoff shall be recalled in the inverse order of layoff, providing the employee has the necessary qualifications and skills and abilities for the work available. The Employer will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment.

C. In all application of seniority; where ability to perform work and physical fitness are equal, seniority shall be given preference in promotion, demotions, layoffs, recall and vacation schedules.

An employee possessing a special skill or skills required for a particular position, will be given preference for promotion to such position, as determined by the Executive Director. Employees having equal qualifications in the opinion of the Employer, will be selected for promotion on the basis of length of service.

All promotions, demotions, layoffs or dismissal for all employees covered under this Agreement shall in part be determined on the basis of the results of the Performance Evaluation Report and as determined by the Executive Director. Nothing contained herein shall be deemed a waiver of Employee's rights to grieve disciplinary action under Article V hereof.

D. The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

E. The Employer shall promptly advise the appropriate Union Representatives of any change which necessitates amendments to the seniority list.

F. In order of seniority, employees shall have the

prerogative of selection of dates of vacations for each calendar year, provided, however, those employees make selections on or before March 1 of each calendar year. Should such senior employee or employees not exercise their right of selection within that time, then in such event, on with lesser seniority may select vacation dates and the employees failing to so select shall be placed last on the said seniority roster for purposes of vacation scheduling. The Employer shall on or before March 31 of each year post on the bulletin board in the administration building vacation schedules.

#### ARTICLE IV LEAVES OF ABSENCE

##### SECTION 1:

A. SICK LEAVE - Sick leave for permanent employees shall accumulate on the basis of one (1) day per month until the end of the calendar year of appointment of said employee and, thereafter fifteen (15) days per year.

Sick days are credited to all permanent employees in advance on January 1st of each year. However, it must be understood that these days are credited anticipating the employee will work the full twelve (12) months during the year.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

C. If any employee is absent for reasons that entitle him to sick leave under Article IV, his supervisor shall be notified at least one (1) hour prior to the employee's starting time. Failure to comply with this section will be cause to invoke penalties outlined in Appendix F of this Agreement.

D. The Employer may require proof of illness of an employee on sick leave less than three (3) days whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action as provided in Appendix F of the Agreement.

E. After an employee has been out sick for three (3) consecutive working days, said employee shall furnish a certificate from the attending physician regarding the illness and ability to return to work.

F. After an employee has been out sick for ten (10) consecutive working days, said employee shall furnish a certificate from his attending physician regarding the nature of illness and the employee's ability to return to work and further, shall submit to examination by the Employer's physician for his

certification.

G. Sick leave credits shall continue to accrue while an employee is on any leave with pay. Credits shall not accrue while an employee is on any leave without pay.

H. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease not work connected or illness in immediate family (spouse, children or parents).

I. In the sole discretion of the Executive Director, should it be determined an employee suffered an extraordinary malady, emergency or tragedy within his immediately family the Executive Director may, in the case when an employee has exhausted his available sick or personal days, grant said employee an advance of said sick or personal days sufficient for said extraordinary event, provided however, should said employee's employment be terminated prior to making up said advanced days then, in such event, a sum equal to said days not made up shall be deducted from employee's final pay.

J. Upon retirement or death, subsequent to the date of this Agreement, as provided within the rules and regulations of the Public Employee's Retirement System for pension purposes, an employee shall be reimbursed at his then regular rate of pay, for accumulated, i.e., unused, sick leave up to a maximum of fifty (50%) percent of said accumulated sick leave, provided, however, the maximum amount of said reimbursement shall not exceed the sum of Fifteen Thousand (\$15,000.00) Dollars. A retiring employee shall notify Employer of his intention to retire on or before September 1 of the year prior to the year of retirement.

#### PERSONAL DAYS

#### SECTION II:

##### Personal Days

A. Leaves of absence with pay, for personal business shall be granted at a maximum of three (3) days per year, after completion of one full year of employment, which leaves of absence shall, if unused, not be cumulative from year to year. Personal business shall include: illness or death of family or friend; attendance at weddings or other related celebrations; attendance in court; personal or legal business matters or family matters which cannot be attended to outside the scheduled work hours; or any other emergency or urgent reason, if approved by the Executive Director or his designee, which approval shall be freely given. All requests for personal days leave of absence shall be submitted

in written form prior to the requested day, but not less than 72 hours prior to the requested day.

B. Only in an emergency may such request be made verbally. Verbal approvals must be followed within one week by a written request.

C. The respective employees shall be paid his hourly rate of pay for any such days of excused absence which occur during his normal work week but in no event more than eight (8) hours for any one (1) day. Management shall reply in writing to personal day requests within forty-eight (48) hours of receipt of request and failing in writing by management within said time shall be deemed that said request is approved by management.

D. Personal days are credited to all permanent employees in advance on January 1st of each year. However, it must be understood that these days are credits anticipating the employee will work the full twelve (12) months of the year.

#### OCCUPATIONAL INJURY

##### SECTION III:

A. Any employee who is disabled because of occupation injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of the injury, when substantiated by the Employer Physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Workmen's Compensation paid under the New Jersey Worker's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of ninety (90) working days from the date of injury. Such leave shall be limited to a maximum of ninety (90) working days for each individual injury.

In the event that an injured employee received temporary disability under Worker's Compensation during the course of the aforementioned ninety (90) working days, he is to endorse said draft payable to the Employer solely and is to tender said draft to the Employer. Said tender or draft to the Employer, he shall not then receive full pay, but only the difference between the compensation pay and his full pay during the ninety (90) day period of time.

B. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

#### MILITARY LEAVE

##### SECTION IV:

An employee may be granted a leave of absence up to two (2) weeks to complete his military obligation. The Employer will make up the difference in pay which the employee receives from the military and his regular pay.

The Executive Director may, at his discretion, allow up to three (3) additional days military leave for additional time requirements of the military service.

#### JURY DUTY

In the event that an employee is called to jury duty, the employee will be granted time off as the court requires. Their absence from work will not be counted against their regular vacation period or sick leave accumulation. The employee will be paid only from the time required to serve on jury duty, and if there are times an employee is not scheduled for jury duty, then and in that case, must report for work. All requests for jury duty leave must be filed with the Executive Director prior to the leave. If the employee is released from jury duty on or before 10:30 A.. on any working day, he is to return to work immediately after the lunch period.

#### NON-PAID LEAVE OF ABSENCE

##### SECTION V:

A. All leaves of absence without pay shall be at the discretion of the Employer, in accordance with past practices.

B. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided, however, that sick leave and vacation leave credits shall not accrue.

#### ARTICLE V GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties, involving the application, meaning, interpretation or alleged violations of the terms and conditions of this Agreement, shall be settled in the following manner:

STEP 1: The Union Steward and the Union Grievance Committee shall take up the grievance or dispute with the employee within

five (5) working days of the date of the occurrence of the grievance. If the grievance or dispute is not taken up to Step 2 within ten (10) working days of its occurrence, it shall be deemed abandoned.

STEP 2: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing by the Union Representative to the Executive Director. The Executive Director shall respond in writing to the Union President or his designated representative within ten (10) working days.

STEP 2A: If the grievance still remains unadjusted, notification shall be presented to the Authority's Personnel Committee in writing by the Union representative within seven (7) working days after the response by the Executive Director is due. The grievance shall then be presented by the Union to the Authority's Personnel Committee within ten (10) working days, with all involved parties being invited to attend. The Personnel Committee shall respond in writing within seven (7) working days of the presentation. If notification is not given or the presentation is not made in accordance with this provision, the grievance shall be deemed abandoned.

STEP 3: If the grievance still remains unadjusted, it shall be presented to the New Jersey Board of Mediation, in writing, within seven (7) days after the response of the Executive Director of the Employer is due. The New Jersey State Board of Mediation shall respond within ten (10) days. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) days, it shall be deemed abandoned. The decision of the arbitrator shall be in writing and shall be rendered within twenty-one (21) days and such decision shall be advisory only.

The employee is entitled to a representative of his choosing, at his cost, at each and every step.

## ARTICLE VI HOURS OF WORK

### SECTION 1:

The normal work week shall consist of five (5) consecutive days of eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week. All employees shall perform those duties or work requirements as directed, or as may be posted from time to time, as outlined in the job descriptions, Appendix "B" attached.

The Employer reserves the right to establish five (5) other consecutive days of eight (8) hours per day work weeks, in addition to those listed in this section to maintain efficient,

economical and orderly operations of the Employer's facilities; to provide the necessary continuous service to the users of the Employer's system and to prevent pollution of water and streams in the Employer's district.

All wastewater treatment plant shift operations on shift work shall work from 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m., in accordance with posted work schedules. Mealtimes are included in the shift time.

Personnel other than Operators shall work the following hours with twenty (20) minutes off for lunch between the hours of 11:30 a.m. and 12:30 p.m., without any other break in the work day.

January 1 thru December 31 - 7:00 a.m. to 3:00 p.m.

Should the Employer determine, due to work circumstance, an employee or employees should not take lunch, then in such event the employee, or employees shall, in their next regular pay, be compensated at the overtime rate for the mealtime not had. Exceptions must be mutually approved by the Executive Director of the Employee and the Union representative.

One (1) collection system maintenance, etc., crew may be assigned the five (5) consecutive work day week of eight (8) hours per day of Thursday, Friday, Saturday, Sunday and Monday, if the Employer finds such arrangement necessary for economical and efficient operations of the system. Same shall be offered on a seniority basis, it being understood that the least senior employee shall be required to work said times.

Treatment Plant shift operators on shift work shall work their regular scheduled duties including scheduled holidays. When shift operators work on a holiday, they shall be paid time and one-half the regular rate, plus the option of taking either the holiday pay or taking compensatory time.

Employees on shift work shall work those shifts as per posted schedules and perform those duties as posted and as directed by the Supervisor. Changes in shift schedule shall be made at least two weeks prior to change where practical. No substitution of shift operators will be permitted unless approved in advance by the Supervisor. Shift operators, substitutes and all other plant personnel are prohibited from leaving the grounds of the Employer during work hours without express permission from the Operations Supervisor. Violation of these rules shall mean suspension or dismissal.

Maintenance personnel and other personnel on standby on weekends and holidays, shall be given four (4) hours regular rate for each day on call, in addition to the regular pay or any

overtime pay, as set forth in the pay rate schedule. (A day shall consist of twenty-four hour period beginning at 12:01 a.m. and ending at 12:00 midnight.

#### WORK SCHEDULE

#### SECTION II:

Work schedules showing the employee's shifts, workdays and hours of work shall be posted on all department bulletin boards at all times.

#### OVERTIME

#### SECTION III:

Employees who work in excess of eight consecutive (8) hours in a normal work day and/or forty (40) hours in a work week shall be compensated as follows:

A. One and one-half the employee's regular rate of pay.

1. Daily - Work in excess of eight (8) hours.

2. Weekly - Work in excess of forty (40) hours.

B. Two times the employee's regular rate of pay.

1. Work performed on Sunday of an employee's normal work week.

2. Work performed by Wastewater Treatment Shift Operators  
on the seventh work day of his/her pay period.

C. Holiday Pay - All work performed on a holiday shall be paid one and one-half times the employee's regular rate of pay plus holiday pay.

D. Computation of hours worked for overtime purposes:

The following hours not worked shall be used as hours worked for the purpose of overtime calculations:

1. Sick
2. Vacation
3. Holiday
4. Compensatory Time Off
5. Jury Duty
6. Personal Days Off

E. In the event that any holiday shall fall on a regular workday and Treatment Plant Operators are not required to work on said holiday, such holiday may be used as Compensatory Time.

F. Employees required by Employer to attend meetings, classes, conference or the like outside the regular scheduled work hours of said employee shall be compensated with a minimum of two (2) hours at overtime rate unless the overtime is contiguous to the normal work shift, in which case the overtime will be paid for actual time worked.

G. Overtime opportunities shall be distributed as equally as possible among employees in the same job classification, department and shift. It is understood that nothing in this clause shall require payment for overtime hours not worked. A list of overtime hours worked, updated monthly, will be placed on the bulletin board of any department issuing overtime.

H. COMPENSATORY TIME OFF: All employees who work overtime or are on standby shall have the option to have compensatory time off in lieu of receiving their regular wage for said overtime or standby. Employees shall not be required to take compensatory time off work short of an eight (8) hour accumulation. Compensatory time off shall not be taken without providing reasonable notice prior thereto to employer, nor shall same be taken if doing so leaves Employer without sufficient manpower. Employer shall take reasonable steps to secure substituted workers upon notice an employee seeks compensatory time off. Accumulated compensatory time off may not be carried year to year. An employee with accumulated compensatory time off at the end of a year shall receive dollar compensation therefore at the rate same was earned. Compensatory time off can only be used provided that it does not cause management to pay overtime rates to any employee.

#### CALL-IN TIME

#### SECTION IV:

An employee who is required and returns to work during periods other than his regular scheduled shift shall be guaranteed two (2) hours pay at the overtime rate unless it is contiguous to the normal workday.

When the two (2) hours call-in time pay overlaps with the regular shift, upon commencement of the regular shift, the employee from that time on will not receive time and one-half but said employee shall receive straight time pay.

PAY SCALES OR RATES OF PAY

SECTION V:

A. The pay scales for all employees covered by this Agreement shall be set forth in Appendix "C" attached.

B. Only those employees capable of efficiently operating specialized equipment shall operate said equipment. Said qualified employee or employees shall be so designated by the Executive Director or his designee.

C. Pay day shall be every Tuesday at the rates as per Schedule "C" attached. Should Mondays or Tuesdays be an agreed holiday, then in such event Wednesdays shall be payday. In any event paychecks shall be available to employees before noon the payday.

D. Any employee who performs work in a higher paid classification of employment than his own, shall receive compensation at the rate of said higher classification and for a minimum of two (2) hours worked at said higher classification; provided, however, that such work at said higher classification be authorized in writing by said employee's immediate supervisor.

E. The Employer's personnel who qualify and who obtain Public Sewerage Treatment Plant or Collection System licenses, in accordance with the "Rules and Regulations on Licensing of the New Jersey Department of Environmental Protection shall be compensated as set forth in Appendix "C".

The compensation set forth in Appendix "C" shall be subject in part to the approval of the Performance Evaluation Report which made part of this contract set forth as Appendix "D" and upon approval of the Executive Director of the Employer. In the event the rules, regulations or classification of license or procedure therefore is changed by the State of New Jersey, Department of Environmental Protection and Energy during the terms of this Agreement, and/or in the event the classification of the parties license changes or is expanded, the parties hereto stipulate and agree they shall then negotiate a change to salary increases delineated in Appendix "C" to reflect said classification change or expansion of license.

F. Employer shall obtain and maintain no more than two sets of manuals of educational material for use by employee in study in preparation for testing for S-1 through S-4 and C-1 through C-4 licenses which manuals shall be made available to employees, who shall sign for and be responsible for the return of said manuals.

LEAD OPERATORS: An employee who qualifies for and or who is

designated a Lead Operator by management shall be compensated in accordance with Appendix "C" and shall perform the duties and responsibilities set forth in Schedule "B", Section VI attached hereto.

## ARTICLE VII HOLIDAYS

A. There shall be fourteen (14) paid holidays during the terms of this Agreement. The following days will be recognized as holidays under this Agreement:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day.

B. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday.

In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday.

The alternate celebration dates for holidays do not apply to operators as they work seven (7) day schedules, and twenty-four (24) hours a day.

C. In the event the holiday falls on an employee's regular scheduled work day and cannot be given off, said holiday shall be handled in a manner as outlined in Article VI "Hours of Work", Section 1.

D. In order to qualify for holiday pay, employees must work his or her scheduled workday immediately preceding and his or her scheduled workday immediately following the holiday unless on an excused absence. (Personal days are not an excused absence except under conditions acceptable to the Executive Director) (Sick days require a doctor's excuse in order to qualify as an excused absence).

E. Whenever a holiday falls during the time an employee is on

paid sick leave, that day will not be charged against his sick leave.

F. Employees who are on a leave of absence without pay, will not be eligible for holiday pay.

#### ARTICLE VIII VACATIONS

All permanent employees, covered by this Agreement, shall be entitled to vacation leave based upon their years of completed service with the Authority thru December 31 of the previous year.

Periods of time on leave of absence without pay, except for military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service of credit for vacation leave. Vacations with pay shall be granted to employees as follows:

A.	1 - 4 years	12 working days
	5 - 11 years	15 working days
	12 - 19 years	20 working days
	20 and over years	25 working days

New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.

After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service.

B. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

C. It is the intention of the parties hereto employees be afforded the opportunity to take their full allotted vacation time during the year accrued.

1. In case of an "emergency" within the meaning of Article IX, Section I, Employer has the right to cancel an employee's scheduled vacation or to call in an employee on vacation. In either event, Employer shall make its best effort to provide employee with the opportunity to take his full vacation within the year then remaining.

2. Employer reserves the right to spread vacation periods over the full calendar year (12 months).

3. Vacation need not be taken in consecutive days, but may be divided and or split and taken at various non-consecutive dates at the pleasure of the employee, provided, however, the Employer has sufficient remaining employees to conduct its business and provided, further, employee provides Employer adequate notice thereof.

4. A maximum of fifteen (15) vacation days may, in the discretion of the employer, be carried forward into and taken during the next succeeding year. Any excess of fifteen (15) days shall be forfeited.

Employees shall not be permitted to carry forward vacation days more than one year from years accrued nor more than a total of fifteen (15) days from year to year.

D. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return.

E. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

F. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of his death.

G. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay.

H. Employees called back to work while on vacation shall receive time and one-half for that time.

I. Vacation requests submitted by March 1 of that year will be granted on a seniority basis based on manpower needs.

Vacation requests submitted between March 1 and September 30 of that year will be granted on the basis of date of application providing there is no conflict with manpower needs or added cost to ELSA.

It is the employee's responsibility to submit all vacation requests prior to October 1. Vacation requests submitted after September 30 shall be granted provided it does not conflict with manpower needs or adds costs to ELSA.

J. Employees will receive their vacation pay on the last regularly scheduled pay period before their vacation.

K. Vacation time is credited to all permanent employees in advance on January 1st of each year. However, it must be understood that these days are credits anticipating the employee will work the full twelve (12) months of the year.

ARTICLE IX  
GENERAL PROVISIONS

A. The Employer agrees to make available a bulletin board at the Department. The said bulletin board shall be used for posting of the following notices: Union meetings, Union elections and returns, Union appointment to office and Union recreational or social affairs and job openings.

B. If any provision of this Agreement is subsequently declared by the legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect during the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

C. Proposed modifications, changes or new rules and regulations will be discussed by the members of the bargaining unit and the respective departments prior to formal adoption. Members of the respective units may further make recommendations with regard to the aforementioned proposed modifications, changes or new rules and regulations to the respective departments.

D. It is the intention, understanding and agreement of the parties hereto that, no term or condition of this agreement save as indicated hereinabove, shall be subject to renegotiation or change during the term hereof nor shall there be additions hereto or deletions herefrom.

E. CLASSIFICATION AND JOB DESCRIPTION - The classifications for employees covered by this Agreement are attached hereto as Appendices "A" and "B" and by reference are made a part of this Agreement.

If during the term of this Agreement the Employer determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications, the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including

the rate of pay, therefore, prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to the grievance procedure delineated herein.

The Union recognizes the commitment of the Employer to continue its policy of providing summer employment for high school and college students, as well as providing training experience for high school students as part of their curriculum.

F. SAFETY AND HEALTH - The Employer will make a reasonable effort for the safety and health of its employees and shall develop a safety program in accordance with this Agreement.

All employees shall submit to physical examinations and inoculations from time to time, at the expense of the Employer, in order to insure good health and ability to perform required duties.

All employees shall submit to drug testing when mandated by law.

There shall be provided foul weather gear (to be replaced when employee returns worn out item to Authority), tools or devices deemed necessary by the Employer to protect the health and safety of the employees. It shall be the obligation of the employee to use those provisions issued for their benefit.

The Employer will supply a flashlight and batteries (when needed) to all operators and two (2) walkie-talkies to be split between the 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. Operators.

Worn out items in this Section F shall be returned for replacement.

Lost gear, tools and/or devices shall be replaced at the employee's expense subject to age and condition.

The Employer and Union shall endeavor to designate a joint safety committee. It shall be the joint responsibility of the safety committee to investigate and correct unsafe and unhealthy conditions. The committee will meet periodically as necessary to review conditions in general and to make recommendations to either or both parties, when appropriate. The Employer will provide the Union safety members reasonable time to investigate safety or health complaints in their department during their working hours at no loss of pay. The employee must first obtain permission from his immediate supervisor and it is understood that during this investigation he will not interfere with work assignments of others. The Employer's safety member will accompany him of his investigation.

The Safety Committee shall request a safety meeting be held as needed. The Executive Director shall approve all safety meetings. It shall be mandatory that all employees attend the scheduled safety meeting at the appointed time of such meeting at no extra compensation.

Employees are subject to being disciplined in accordance with Appendix "F".

G. LATENESS AND ABSENCE - Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent.

Should any employee expect to be late for his assigned duties, the employee's Supervisor must be notified when the employee shall be able to report to work. Failure to comply with this rule shall result in disciplinary action as provided in Appendix "F". The employee shall accept full responsibility for other persons that may be designated to call in for him in accordance with this paragraph. An employee who absents himself from his employment for five (5) consecutive days, without notification being supplied the Employer, shall be deemed to have terminated his employment.

H. CONTRACTING WORK OUT - The Employer shall have the right, in accordance with past practices, to apportion work by contract or subcontract to employees or others, as it may see fit in order that the services to be performed by the Employer may be carried out for the benefit of the public. Such contracting or subcontracting of work performed by the Employer's employees shall not result in a mass layoff of said employees covered by this Agreement.

I. EMERGENCY - In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Employer and will not be the subject of the grievance procedure.

J. CODE OF CONDUCT - All employees shall subscribe and abide by the Model Code or Standards of Conduct of Officers, Employees, Agents and Members of the Employer's Board, adopted by the Employer in accordance with Appendix "E" attached.

K. It is hereby agreed by Employer that any employee covered by this Agreement who attends classes for the following purposes shall be reimbursed for the cost of books and tuition provided the

employee receives a grade of "C" or better. In cases where no letter grade is given, a "passing" grade is required.

1. Requirements for "C" License.
2. Requirements for "S" License
3. Requirements for "Journeyman" designation.

L. If an employee is required to obtain an articulate driver's license, the Employer shall pay all government fees. When an employee takes the Commercial Drivers License test, the employee will be reimbursed for the time necessary for testing (two hour limit) and for the cost of testing and licensing. Failure to pass the Commercial Driver's License test by an employee currently on the payroll will not be reason for termination. Employees hired after the effective date of this contract must have a commercial driver's license prior to achieving permanent employee status.

M. For all routine employee reimbursement, the Authority shall give the Executive Director the authority to release payment without waiting formal Board approval.

#### ARTICLE X INSURANCE AND RETIREMENT BENEFITS

A. The Employer shall provide, in full, the New Jersey State Health Benefit Plan, which includes Major Medical and Rider "J" for the employee and family.

B. Employer shall provide a drug prescription plan, providing a maximum of a co-payment by employee per prescription of five (\$5.00) dollars for name brand prescriptions and \$1.00 co-pay for generic brand prescriptions.

C. The Employer agrees to provide retirement benefits (PERS) in accordance with applicable New Jersey Statutes.

D. Employer shall provide a Dental Insurance Plan identical to that currently afforded its Administrative Staff.

E. Employer shall reimburse employee up to a maximum of Two Hundred (\$200.00) Dollars per annum toward the cost of prescription eyeglasses or hearing aids for employee and/or immediate family (immediate family shall be defined as spouse and dependent children). Said payment shall be made to employee upon satisfactory proofs of purchase of prescription eyeglasses by and for employee or immediate family being furnished to employer by employee.

F. Employer shall provide disability benefits in accordance with the State of New Jersey Disability Program.

G. The following will be entitled to the continuation of drug/prescription and dental programs after retirement in accordance with rules and regulations adopted by the Public Employees Retirement System upon qualifying as follows:

Veterans - 20 years of credited service in PERS

Non-Veterans - 25 years of credited service in PERS.

Premium costs of the dental plan will be paid 100% by the Authority. Premium costs of the drug/prescription program will be paid 80% by the Authority and 20% by the retiree.

#### ARTICLE XI ACCESS TO PERSONNEL FOLDER AND EVALUATIONS

A. Employer shall make regular evaluations of the performance of each employee and no less than once a year for other than probationary employees in accordance with the prescribed form identified as Appendix "D" hereof. Probationary employees shall be evaluated by employer at three-month intervals.

B. An employee shall, within five (5) working days of written request to the Personnel Department, have the opportunity to review his personnel folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation or any evaluation of his performance or conduct prepared by the Employer during the term of this Agreement. He shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in his file.

C. Each regular written evaluation of work performance as set forth in the Performance Evaluation Report, Appendix "D", and by reference made part of this report, may be reviewed with the employee and the employee may place his signature or not place his signature on the evaluation form. Such signature does not mean agreement is stated thereon. It is further stipulated and agreed that the employee shall be afforded the opportunity to review said Report or Reports as the case may be, prior to same being made a permanent part of his file and work record.

D. An employee who has an unsatisfactory evaluation shall be afforded ninety (90) days within which to make said evaluation satisfactory and failing same, is subject to termination or in the case of a promoted employee, on probation, loss of promotion.

E. An employee who continues in employment for a two (2)

full year period without having incurred reportable disciplinary proceedings, commonly known as "pink slips" being recorded in or otherwise noted in the file of an employee, management shall upon the expiration of said two (2) years cause all record of disciplinary proceedings ("pink slips" or otherwise) be removed from said employee's file and destroyed and management shall not otherwise maintain a record thereof. Any reportable disciplinary proceeding (pink slip) three (3) years old will be removed from said employees file and destroyed and management shall not otherwise maintain a record thereof.

#### ARTICLE XII WORK UNIFORMS

Proper clothing shall be worn at all times as required. The Employer shall, at its sole expense, furnish uniforms to all permanent employees covered by this Agreement as follows:

One set foul weather gear; (Rubber boots, jacket and pants)  
Three (3) pairs of pants;  
Three (3) long-sleeve shirts;  
Three (3) short-sleeve shirts;  
Five (5) Green T-Shirts; (Road crew shall have the option of substituting orange T-Shirts for the green T-Shirts)  
One (1) winter jacket; and  
Two (2) pairs safety shoes (if possible, one pair to be insulated)  
Two (2) pair of coveralls may be substituted for two (2) shirts and two (2) pairs of pants, at the employee's option.  
One (1) heavy winter jacket (Alaskan Parka type) shall be furnished every third year in lieu of regular winter jacket. (in lieu of heavy winter jacket employee shall have prerogative to substitute insulated coveralls provided employee provides notice of said substitution prior to employer ordering the winter jacket.  
One (1) pair rubber gloves;  
One (1) pair leather gloves;  
Maintenance Mechanics shall receive an additional two (2) pairs of pants and two (2) short sleeve shirts.

Any additions to the above items of clothing during the terms of this Agreement (not dictated by the Employer) shall be at the employee's sole expense.

Clothing provided herein by employer shall only be worn in the ordinary course of employment with the Ewing-Lawrence Sewerage Authority as well as to and from said employment. Violation hereof shall be cause for disciplinary action.

It is further understood and agreed that certain items of clothing are replaced annually while others are replaced less frequently. Those items replaced annually are: (a) 3 long-sleeve shirts; (b) 3 short-sleeve shirts; (c) 3 pair of pants; (d) rubber gloves; (e) leather gloves; (f) 5 tee shirts; (g) 1 winter jacket; and (h) 2 pair shoes.

When possible, all clothing shall be American-made.

I. It is understood Employer shall order all articles of clothing on or before April 1 of each year. Further, Employer shall furnish each employee an order form for clothing reasonably prior to January 15 of each year. Employees shall provide Employer with completed clothing order forms, signed by employee, on or before January 15, of each year.

In no event shall employee be required to order uniforms or clothing subsequent to April 1 of any year for new employees or otherwise.

II. A full t-shirt may, at the option of employee, be worn instead of shirts provided by Employer, provided, however, the T-shirt be either green or white in color. No other color is acceptable. T-shirts are to be purchased at the sole cost of and by employees desiring to wear same.

III. All employees have the option to exchange two shirts provided by Employer for one additional pair of pants provided by Employer, provided said employees give Employer reasonable notice thereof for ordering purposes.

IV. Operators have the option to have "fisherman" type rain gear instead of the foul weather gear regularly provided, however, said Operators give Employer reasonable notice thereof for ordering purposes.

#### ARTICLE XIII WAGES

Each employee covered by this Agreement for the period of January 1, 2002 through December 31, 2004 shall receive a salary, exclusive of overtime and holiday pay as set forth on Appendix C attached hereto and made part hereof.

#### ARTICLE XIV TERM OF CONTRACT

This Agreement shall be effective as of the first day of January, 2002 and shall remain in full force and effect until midnight on December 31, 2004. Negotiations for a new contract shall commence on or about July 1, 2004 by notice by either party

served, regular mail, upon the other.

ARTICLE XVI  
FULLY BARGAINED

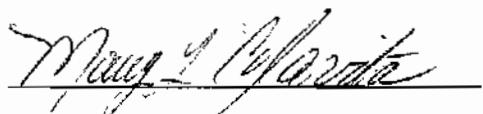
The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporates the complete and final understanding, and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, unless expressly stated to the contrary.

IN WITNESS WHEREOF, WE HAVE HEREUNDER SET OUR HANDS AND SEALS THE DATE AND YEAR FIRST HEREIN ABOVE WRITTEN.

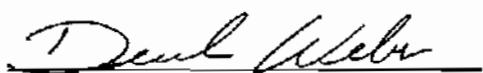
WITNESS:

EWING-LAWRENCE SEWERAGE AUTHORITY

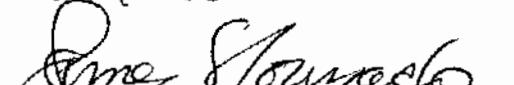


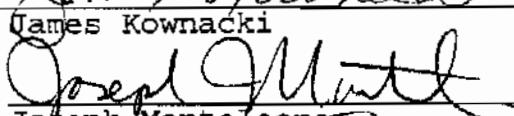
WITNESS:

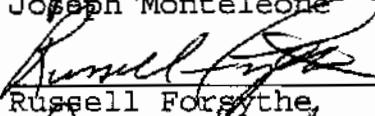
FOR THE UNION



FOR EMPLOYEE NEGOTIATING COMMITTEE:

 James Kownacki

 Joseph Monteleone

 Russell Forsythe

 Peter Wooden

 Martin Gliem

APPENDIX "A"

ELSA EMPLOYEE CLASSIFICATIONS - LOCAL 172

1. WASTEWATER TREATMENT PLANT OPERATORS

Trainee I & II

Licensed Operator

Sludge Dewatering Operator

Lead Operator - Plant or Dewatering

2. MECHANICS

Trainee I & II

I

II

III

IV - Journeyman

3. Laborer/Mechanics Helper

4. Laborers

Collection System Operator/Laborer

Collection System Operator/Laborer Trainee I & II

Plant Laborer

Plant Laborer Trainee I & II

APPENDIX "B"

SECTION I. MECHANIC DUTIES

1. Shall perform general maintenance and repair duties on all mechanical and electrical equipment and other operating equipment at the Authority's facilities.

2. The above shall include, but not be limited thereto; pumps, compressors, heaters, clarifiers and settling tanks equipment, other digester and sludge dewatering equipment, trickling filter equipment, grit and related equipment, meters, portable equipment and including pumps, mowers, trucks, sludge be equipment, chemical feeders and electrical motors, aerators, pumping stations and other related equipment.

3. All of the above equipment shall be routinely checked, greased and oiled in accordance with the equipment manufacturers maintenance manuals, other accepted methods normal for similar types of equipment in the industry or as directed by the Authority.

4. The repairs, whether minor or major, shall be made by the Mechanic in accordance with acceptable methods common to similar equipment in the field, or the manufacturers maintenance manuals or as directed by the Authority. The decision as to whether the equipment is to be repaired by outside contractors shall be solely at the discretion of the Authority.

5. The Mechanic shall keep accurate records, including maintenance cards for each piece of equipment including all maintenance and repair work performed on said equipment.

6. The Mechanic shall perform such other maintenance and mechanical duties as shall be required and assigned to him from time to time by the Superintendent, Foreman of Maintenance or his designee.

7. This position requires a valid Motor Vehicle operator's license.

APPENDIX "B"

SECTION II. PLANT LABORERS DUTIES (maintenance of all buildings structures and grounds owned and operated by the Authority, as directed)

1. Keep sludge storage and septeage storage floating covers free of grease, oil and ice. Keep sump, manholes and designated wells pumped clear of liquified material.

2. Scraping, painting, washing, waxing, scrubbing of all interior and exterior floors, walls, ceilings, fixtures, piping, utility boxes, panels, meter casing, tanks, compressors, gauges, pumps and motors, walkways, grates, railing and all metal, wood, plastic objects, accessories and equipment.

3. Keep all drains, channels, troughs, conduits, tubes, pipes, weirs, and orifices unclogged and free of debris.

4. Washing windows.

5. Removal of all cobwebs and other nesting places, including rodent control.

6. Assist maintenance men when dismantling, assembly, installing, transferring or transporting any or all plant equipment and appurtenances.

7. Loading of sludge removal trucks from designated stations, including operation of proper valves, filling trucks to capacity and cleaning up all spillage.

8. Transport sludge to sludge discharge sites as may be required.

9. Maintenance of all buildings, including, but not limited to, repairs of structures and replacement of broken glass.

10. Load and unload chlorine cylinder, polymers, lime and all necessary supplies and equipment coming in or leaving the Treatment Plant Facilities.

11. Keep all clarifiers, trickling filters, reactors, storage tanks and keep other settling tanks, chambers and weirs washed, flushed and free of rags, grit and debris.

12. Pump down clarifiers, tanks and chambers and pits; unclog and remove sludge and grit when directed, including the necessary flushing of tank decks, floors, walls and equipment.

13. Grounds: Mow, trim and edge grass; prune and clip

trees, bushes and grass; care for flowers; replace, replant grass, bushes and trees, cultivate, fertilize and keep all areas policed and in a well groomed state. Keep all driveways, walkways and steps clear of clippings, mud, sludge, stones, snow, water, greases, oils, debris, etc.

14. Maintain rodent control.
15. Assist in sampling program, both in and outside of the Treatment Plant.
16. Assist the Plant Mechanic and/or Foreman of Maintenance in his duties as may be assigned by the Maintenance Supervisor.
17. Transport and pickup parts, supplies, equipment, materials as directed.
18. Perform other general work as may be directed by the Plant Superintendent or his designee.
19. This position requires a valid Motor Vehicle Operators License.
20. This position requires a valid New Jersey Commercial Drivers License. Current employees not in possession of a Commercial Drivers License will not be required to obtain one.

APPENDIX "B"

SECTION III. COLLECTION SYSTEM OPERATOR/LABORERS DUTIES (ALL)  
NUMBER OF JOBS PREFORMED

1. Installation of house connection laterals.
2. Flush sewer lines.
3. Rod sewer lines.
4. Cable sewer lines.
5. Inspect lines with television camera.
6. Adjust manholes, covers and frames.
7. Construct and repair manholes and channels.
8. Repair laterals, main lines, force mains and interceptors.
9. Maintenance of laterals and sewer main stoppages, force mains and interceptors.
10. Operate backhoe, front end loader and portable air compressor.
11. Walk inspection of interceptors, trunks, mains and force mains.
12. Operation of all pumping stations, including maintenance and repairs.
13. General maintenance - as shall be assigned.
14. This position requires a valid Motor Vehicle Operators License and a Commercial Drivers License.

APPENDIX "B"

SECTION IV. TREATMENT PLANT PROCESS OPERATORS (ALL) DUTIES (ALL SHIFTS)

1. Assist in maintaining proper log records and assist in the preparation of the Operating Reports.
2. Assist the Lead Operator in the performance of any combination of the tasks pertinent to controlling operation of the plant or perform various tasks as directed.
3.
  - A. Read all meters, change all charts and record same, including outside temperature and weather conditions.
  - B. Observe variations in operating conditions and interpret meter and gauge readings and test results to determine processing requirements.
  - C. Check radio and telephone communication system. It shall be on and audible twenty-four (24) hours per day.
4. Take and record readings from:
  1. Pumps
  2. Water Meters
  3. Flow Meters
  4. Totalizers
  5. Fuel Oil Gauges
  6. Chemical Tank Meters
  7. Chlorinators and Sulfonators
  8. Any other equipment as designated.
5. Participate in personal hygiene and safety programs.
6. Rake and flush bar screen area when Muffin Monster is being by-passed.
7. Drain all air compressors of condensate.
8. Pump and/or remove sludge and scum from primary settling and intermediate clarifiers as directed.
9. Operate and maintain the intermediate pumping station and all related equipment.
10. Operate and maintain the aerobic reactors and post aeration process and all related equipment as directed.
11. Pump sludge to sludge thickening tanks, storage tanks, recirculate and pump all sludge as directed.

12. Remove sludge and scum from final clarifiers as directed with proper adjustment of valves, weir and other devices.

13. Oil and grease all equipment when necessary. Fill oil reservoirs in all compressors, sewage recirculation pumps, effluent pumps, as necessary, and such other pumps and equipment as required and as directed.

14. A. Check chlorine and SO<sub>2</sub> analyzers at two and one-half (2 1/2) hour intervals of your shift. At the same time check sulfonators and evaporators for proper operation.

B. Replenish buffer solution an analyzers when necessary. Test for pH values and chlorine residual tests of effluent from sampling chamber and record.

C. Keep constant check on Dissolved Oxygen (D.O.) and pH in reactors and final effluent and other areas as may be directed.

15. Make other analyses and be responsible for proper collecting, handling and delivering of the samples associated with the monitoring and surveillance network established by the Authority. Duties of the sampler, monitoring and surveillance section of the system shall include but not be limited by the following:

A. Collecting samples from the monitoring stations established by this Authority.

B. Imhoff cone and D.O. samples are to be collected on weekends and holidays, as well as weekdays.

C. Receive and process all authorized sludge and septage deliveries by commercial and/or private septage and sludge carriers.

D. Perform other assigned duties.

16. Constantly check on all monitoring equipment and meters. Report any defects or malfunctions and record in log book.

17. Observe and report immediately, color and other changes in sewage influent, not normal. The Operator will record time, date, color, odor and time it clears. The Operator will collect samples each hour as long as the change is evident and fill the Imhoff cones to one liter. Mark the time each sample was taken with red grease pencil.

18. Clean all equipment and floors dirtied by any of the

pre-stated operations.

19. See that all chemical feeders (i.e. Polymer, Lime KMnO4, etc.) are operating properly and have sufficient chemicals and that pumps and motors are performing.

20. Switch SO2 cylinders feed as required.

21. Adjustment of any or all valves required for the proper systematic function of the Treatment Plant.

22. Receive all radio and phone calls. Relay all stoppages and messages to the proper personnel as instructed. Record all stoppages on the forms provided and in accordance with instructions.

23. An Operator shall have a high school diploma or its equivalent.

24. An Operator shall attend and pass the training course provided by the Authority and obtain a S-1 Superintendents License within two (2) years of obtaining permanent status.

25. All work is to be performed as stated above and as may be posted for each shift. The Superintendent reserves the right to change any or all of the aforementioned.

26. Receive all shipments, mail and messages at times other than 8:00 a.m. to 4:00 p.m. weekdays.

27. Operate the security system as per posted schedule, which may be amended and/or changed at the sole discretion of the employer.

28. All operations shall be performed as stated above, and in accordance with the Operations and Maintenance Manual prepared by the Consulting Engineers, in accordance with the equipment manufacturers' manual and procedures, as directed by the Operations Supervisor and as may be amended from time to time as required.

29. This position requires a valid Motor Vehicle License.

APPENDIX "B"

SECTION V. SLUDGE DEWATERING OPERATORS

1. Operate and maintain all equipment, machinery, pumps, chemical feeders and other related equipment required to dewater sludge generated from the ELSA Treatment Process Operations and including such equipment ancillary to this operation.
2. The dewatering procedures shall be as outlined in the Engineers' Operations and Maintenance Manual, the manufacturers' manuals and procedures as published in accordance with the design criteria of the Consulting Engineers and as directed by the Operations Supervisor.
3. The sludge and filtrate quality is very critical to this operation, and, therefore, their quality shall be as directed.
4. Shall keep accurate records of all operations, such as, but not limited to; quantity of sludge dewatered and hauled out for disposal, quantity of chemicals used, inventory of chemicals, parts and supplies needed and used and such other information needed for proper and efficient operations.
5. Shall coordinate activities with the Treatment Plant Supervisor and Laboratory Supervisor regarding the quality and quantity of the dewater sludge and the filtrate.
6. Shall keep all equipment in good operating condition at all time, which includes, but is not limited to, greasing, oiling, maintaining and cleaning said equipment and its surroundings.
7. Shall have a high school diploma or its equivalent and shall attend and pass all training courses provided by the Authority and obtain a S-1 Superintendents License within the two (2) years of obtaining permanent status.
8. Shall perform all work as stated above and as may be posted or amended as conditions may dictate. The Supervisor and/or Superintendent reserves the right to adjust or amend schedules and duties as he determines is required. The Authority reserves the right to interchange Operators performing duties under Appendix B, Section IV.
9. Shall be directly responsible to the Treatment Plant Operations Supervisor or in his absence, the Treatment Plant Superintendent or his designee.
10. This position requires a valid Motor Vehicle Operators License.

APPENDIX "B"

SECTION VI. LEAD OPERATORS

1. The Lead Operator shall be in full charge and take full responsibility for the proper treatment plant operations for the shift said Lead Operator is on duty.

2. The Lead Operator shall supervise and work with other operators to see that the duties and functions of the Treatment Plant Process Operators Appendix "B", Section IV and the Sludge Dewatering Operators Appendix "B", Section V are performed as required or as set forth in any directive or appropriate manuals appropriate manuals.

3. The Lead Operator shall sign off on all activities at the end of the shift, passing the treatment plant operations over to this successor in complete harmony with the Appendix "B"; in accordance with the Operations and Maintenance Manual prepared by the Ewing-Lawrence Sewerage Authority Consulting Engineers; in accordance with equipment manufacturers' manuals and procedures; in accordance with any directives of the Plant Supervisor and/or Superintendent whether orally given or written and as may be amended from time to time; and in accordance with ELSA NJPDES Permit Conditions.

4. The Lead Operator shall also be responsible for his particular plant assignment as well as the above duties; which include but are not limited to functions in Appendix "B", Section IV and V.

5. All Operators, to qualify for the position of Lead Operator, shall, as a minimum, possess a New Jersey S-1 Superintendents License and within two (2) years of appointment to the position of lead Operator shall obtain a New Jersey S-2 Superintendents License.

6. Should the Lead Operator not obtain a S-2 license within the time provided in paragraph 5 above, said Lead Operator shall be returned to the position of Shift Operator.

7. Should the Bureau of Licensing & Examination change the educational or experience qualifications from that which is presently set forth the new regulation shall take precedence.

8. The Lead Operator will those shifts that as assigned by the Treatment Plant Supervisor and/or Superintendent.

9. This position requires a valid Motor Vehicle Operators License.

APPENDIX "B"

SECTION VII. LABORER/MECHANIC HELPER

1. All duties outlined in Appendix "B" Section II - Plant Laborer.
2. Shall perform general maintenance and repairs on E.L.S.A. equipment and grounds as shall be assigned to him by the Superintendent or his designee.
3. The above shall include, but not be limited thereto; lawn equipment; plant vehicles, routine and preventive maintenance programs and assist mechanic.
4. All of the above equipment shall be routinely checked, greased and oiled in accordance with the equipment manufacturers maintenance manuals or their accepted methods normal for similar types of equipment in the industry or as directed by the Authority.
5. The repairs shall be made by the Laborer/Mechanic Helper in accordance with acceptable methods common to similar equipment directed by the field or the manufacturers maintenance manual or as directed by the Authority. The decision as to whether the equipment is to be repaired by outside contractors shall be solely at the discretion of the Authority.
6. The Laborer/Mechanic Helper shall perform such other maintenance and mechanical duties as shall be required and assigned to him from time to time by the Superintendent or his designee.
7. This position requires a valid Motor Vehicle Operators License and a Commercial Drivers License.

**APPENDIX "C"**  
**WAGES**

**ELSA EMPLOYEE WAGES**  
(LOCAL #172)

	<u>2002</u>	<u>2003</u>	<u>2004</u>
<b>WASTEWATER TREATMENT PLANT OPERATOR:</b>			
TRAINEE I	\$18.42	\$19.02	\$19.64
TRAINEE II	\$19.68	\$20.32	\$20.98
LICENSED	\$21.43	\$22.13	\$22.85
<b>MECHANICS:</b>			
TRAINEE I	\$18.59	\$19.19	\$19.81
TRAINEE II	\$19.87	\$20.52	\$21.19
I	\$21.64	\$22.34	\$23.07
II	\$21.97	\$22.68	\$23.42
III	\$22.58	\$23.31	\$24.07
IV - JOURNEYMAN	\$24.11	\$24.89	\$25.70
<b>LABORERS:</b>			
COLLECTION SYSTEM OPERATOR/ LABORER	\$20.86	\$21.54	\$22.24
COLLECTION SYSTEM OPERATOR/ LABORER TRAINEE II	\$18.42	\$19.02	\$19.64
COLLECTION SYSTEM OPERATOR/ LABORER TRAINEE I	\$17.15	\$17.71	\$18.29
TREATMENT PLANT	\$20.38	\$21.04	\$21.72
TREATMENT PLANT TRAINEE II	\$18.42	\$19.02	\$19.64
TREATMENT PLANT TRAINEE I	\$17.15	\$17.71	\$18.29
LABORER/MECHANIC HELPER	\$20.86	\$21.54	\$22.24
LEAD OPERATORS - ADDITIONAL	\$ 1.37	\$ 1.37	\$ 1.37

SLUDGE DEWATERING OPERATOR - ADDITIONAL	\$ .50	\$ .50	\$ .50
LICENSES - ADDITIONAL AND CUMULATIVE			
S-1 & C-1	\$ 1.13	\$ 1.16	\$ 1.19
S-2 & C-2	\$ 1.13	\$ 1.16	\$ 1.19
S-3 & C-3	\$ 1.70	\$ 1.75	\$ 1.80
S-4 & C-4	\$ 1.70	\$ 1.75	\$ 1.80
SPECIALTY EQUIPMENT - ADDITIONAL			
BACKHOE/TRACTOR	\$ 2.00	\$ 2.00	\$ 2.00
TV TRUCK - ALL PERSONNEL (2)	\$ 2.00	\$ 2.00	\$ 2.00
SLUDGE TRUCK	\$ 2.00	\$ 2.00	\$ 2.00
FLUSH TRUCK - ALL PERSONNEL (2)	\$ 2.00	\$ 2.00	\$ 2.00
ALL EQUIPMENT REQUIRING A CDL	\$ 2.00	\$ 2.00	\$ 2.00
SHIFT DIFFERENTIAL - ADDITIONAL			
MONDAY THRU FRIDAY			
3:00 P.M. TO 11:00 P.M.	\$ .95	\$ .95	\$ .95
11:00 P.M. TO 7:00 A.M.	\$ 1.35	\$ 1.35	\$ 1.35
WEEKENDS			
7:00 A.M. TO 3:00 P.M.	\$ .85	\$ .85	\$ .85
3:00 P.M. TO 11:00 P.M.	\$ 1.05	\$ 1.05	\$ 1.05
11:00 P.M. TO 7:00 A.M.	\$ 1.45	\$ 1.45	\$ 1.45

#### MOTOR VEHICLE LICENSES

Effective January 1, 1993 any employee whose job description requires a valid Motor Vehicle Operators License shall be compensated at an hourly rate One Dollar (\$1.00) less than provided for in this Appendix when said employee fails to meet this requirement. Effective January 1, 1994 any employee whose job description requires a valid motor vehicle operator's license shall be compensated at an hourly rate of One Dollar and Fifty

Cents (\$1.50) less than provided for in this Appendix when said employee fails to meet this requirement. Effective January 1, 1994 any employee whose job description requires a valid motor vehicle operator's license shall be compensated at an hourly rate of Two dollars (\$2.00) less than provided for in this Appendix when said employee fails to meet this requirement.

Any current permanent employee who, on the effective date of this contract, has met all the licensing requirements of his job description and losses said license during the period covered by this contract will be granted a six month period to regain said license before the penalty indicated above is enforced.

1. OPERATOR TRAINEES

A. Newly appointed Operator Trainee I shall be compensated at the Operator Trainee II rate upon satisfactory completion of the probationary period.

B. Operator Trainee II shall be compensated at the Licensed Operator rate upon attaining the S-1 License.

2. COLLECTION SYSTEM LABORER TRAINEES

A. Collection System Laborer Trainee I shall be compensated at the Collection System Laborer Trainee II rate upon completion of the probationary period.

B. Collection System Laborer Trainee II shall be compensated at the collection System Laborer rate upon the attainment of the C-1 License.

3. TREATMENT PLANT LABORER TRAINEE

A. Treatment Plant Laborer Trainee I shall be compensated at the Treatment Plant Laborer Trainee II rate upon completion of the probationary period.

B. Treatment Plant Laborer Trainee II shall be compensated at the Treatment Plant Laborer rate upon the attainment of the C-1 License.

4. MECHANIC TRAINEE

A. Mechanic Trainee I shall be compensated at the Mechanic Trainee II rate upon completion of the probationary period.

B. Mechanic Trainee II shall be compensated at the Mechanic I rate upon achieving one year's mechanic experience at a sewerage treatment plant and satisfactory completion of the following courses provided by the Mercer County Vocational School which lead

to the Journeyman designation.

- A. Basic - Industrial Math
- B. Basic Blue Print Reading I

5. Mechanic I shall be compensated at the Mechanic II rate upon achieving two years' mechanic experience at a sewerage treatment plant and satisfactory completion of the following course provided by the Mercer County Vocational School, which lead to the Journeyman designation.

- C. Math II for Machine Trades
- D. Blue Print Reading II for Machine Trades

6. Mechanic II shall be compensated at the Mechanic III rate upon achieving three years' mechanic experience at a sewerage treatment plant and satisfactory completion of the following course provided by the Mercer County Vocational School, which lead to the Journeyman designation.

- E. Introduction to Industrial Wiring
- F. Principles of Process Piping

7. Mechanic III shall be compensated at the Mechanic IV rate upon achieving four years' mechanic experience at a sewerage treatment plant and satisfactory completion of the following course provided by the Mercer County Vocational School, which lead to the Journeyman designation.

- G. Mechanical Processes
- H. Electro Mechanical Process and attainment of Journeyman status

APPENDIX "D"  
PERFORMANCE EVALUATION REPORT

A. Period of Evaluation: From: \_\_\_\_\_ To: \_\_\_\_\_

B. Employee Data: \_\_\_\_\_

Title \_\_\_\_\_ Department/Division \_\_\_\_\_

Employment Date \_\_\_\_\_ Current Salary \_\_\_\_\_

C. Evaluation Criteria Satisfactory Unsatisfactory

### Quality of Work:

1. Accuracy	( )	( )
2. Neatness	( )	( )
3. Judgment	( )	( )
4. Knowledge of Work	( )	( )
5. Completeness	( )	( )

### Output:

1. Promptness ( ) ( )  
2. Production Level ( ) ( )

### Work Habits:

1. Dependability	( )	( )
2. Cooperation	( )	( )
3. Observation of Company Rules and Policies	( )	( )

**D. Overall Performance Evaluation ( ) ( )**

General Comments: \_\_\_\_\_

1. Employee's abilities and strengths not being fully utilized in present job (in your opinion). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is this employee ready and/or interested in the next higher level job in his department? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Efforts on the employee's part to expand his knowledge and development toward a position of greater responsibility - special courses, inquiries, etc.? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. What areas would you recommend improvement in? Goals for improvement? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATION BY RATER:

I hereby certify that this report constitutes my best judgment of the service value of this employee and is based on personal observation and knowledge of his/her work.

(Signature)

(Title)

(Date)

COMMENTS BY RATER:

\_\_\_\_\_  
\_\_\_\_\_

(Signature of Rater's Supervisor)

(Title)

(Date)

CERTIFICATION BY EMPLOYEE:

I hereby certify that I have personally reviewed this report.

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(Signature to Employee)

(Date)

COMMENTS BY EMPLOYEE:

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COMMENTS BY RATER'S SUPERVISOR:

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(Signature of Executive Director)

(Date)

COMMENTS BY EXECUTIVE DIRECTOR

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(a) Rating Period. Each probationary employee (new or promotional) shall be rated at least three times during the probationary period. Ratings will be made at the end of each four months during the probationary period. The Supervisor may request additional ratings at his discretion. Permanent employees shall be rated once each year.

(b) Raters. The Performance rating report shall be completed by the immediate supervisor of each employee and reviewed by the rater's immediate supervisor. The Supervisor must review and approve/disapprove all performance ratings of personnel in his Division.

(c) Review with employee. The supervisor shall discuss the rating with the employee in detail. The supervisor also has the responsibility for indicating ways in which the employee's performance can be improved. If the employee does not agree with the rating, he/she shall be entitled to an interview with the reviewing officer and/or follow the grievance procedures contained in this agreement.

(d) Unsatisfactory Rating. Performances resulting in an unsatisfactory rating may be grounds for dismissal or demotion.

APPENDIX "E"  
THE EWING-LAWRENCE SEWERAGE AUTHORITY  
MODEL CODE OR STANDARD OF CONDUCT  
FOR OFFICERS, EMPLOYEE, AGENTS AND MEMBERS

GENERAL INTRODUCTION:

Each officer, employee, agent and member of the Ewing-Lawrence Sewerage Authority, hereinafter called (ELSA), having the responsibility for fulfilling a public trust, shall act honestly, prudently and efficiently in any action where public funds or facilities are involved.

At no time should the conduct of a person holding a public position be unethical for any reason whatsoever. Such persons shall adhere to this code of ethics in conducting the business of ELSA.

CODE:

1. Each responsible employee, officer, agent or member of ELSA shall establish necessary controls to assure that ELSA funds are not illegally diverted to anyone's personal use.

2. Each responsible employee, officer, agent or member of ELSA shall see that all recruiting and other personnel actions are based on qualifications or as otherwise mandated by law.

3. Each responsible employee, officer, agent or member of ELSA shall see that adequacy, legality and acceptability of services or materials purchased shall be confirmed before payment is authorized.

4. No employee, officer, agent nor member of ELSA shall directly or indirectly use, or allow the use of ELSA property of any kind without proper authority. In addition, each individual has a positive duty to protect and conserve ELSA's property including equipment, supplies and other property entrusted to him.

5. No employee, officer nor member of ELSA shall knowingly, himself/herself or by others on his account, be a party to a sale of material, property or serves to ELSA except for a contract of personal employment.

6. No employee, officer nor member of ELSA shall use his position to coerce another person to provide financial benefit to him/her or other persons.

7. Each employee, officer, agent or member of ELSA shall avoid personal or organizational conflicts of interest or non-competitive procurement practices which restrict or eliminate

competition or otherwise restrain trade except where such non-competitive practice is specifically declared by ELSA to be in the best interest of the public with reasons set forth.

8. No employee, officer, agent nor member of ELSA may be employed in any other position which would involve the acceptance of a fee, compensation or gift which results in a conflict of interest or would interfere with the efficient performance of the person's duties with ELSA.

9. No employee, officer, agent nor member of ELSA shall use information which comes to him as part of his duties in any manner for personal gain nor shall such person violate any confidentiality with regard to such information.

10. No employee, officer nor member of ELSA shall accept a position, which has been created for such person as a reward for the person's actions while as a member of the ELSA organization, with any firm doing any work for which such person had been in a position to check, approve or in any way was instrumental in such firm receiving any public funds.

11. No employee, officer, agent nor member of ELSA within one year after termination of employment from ELSA shall represent another party in any negotiations before ELSA in matters in which such person was significantly involved.

12. No employee, officer nor member of ELSA shall solicit nor accept, whether directly or indirectly or through his/her spouse, nor any member of his/her family, an compensation, gift favor nor service of value which he/she knows is offered or obtained to influence him/her in the performance of his/her public duties and responsibilities. It is understood that business meals do not fall into such a category.

13. No employee, officer, agent nor member of ELSA may accept any compensation from anyone other than for any service, advice, assistance or other matter relating to his/her official duties.

14. If for any reason a prohibited gift or gratuity is received by any employee, officer or member of ELSA from any person or firm and such gift cannot be reasonably returned, it shall be turned over to a charitable or public institution.

#### REMEDIES:

The Ewing-Lawrence Sewerage Authority shall have the responsibility for reviewing any allegations of misconduct on the part of employees, officer and agents. Allegations of misconduct on the part of a member of ELSA shall be handled in the manner set forth in the law. All investigations and proceedings related to

the resolution of alleged conduct shall be handled on a confidential basis.

Based upon the results of the review of alleged misconduct, disciplinary action shall be taken where appropriate. Such action may range from a letter of reprimand to the discharge of involved employees, officer, agents or members of ELSA.

In instances where the misconduct resulted in increased costs to ELSA, action shall be taken to void any related contract or purchase order and appropriate litigation may be instigated to cover such monies.

Adopted: 3/21/78

Resolution: 68:78

APPENDIX "F"

DISCIPLINARY RULES

In order to more clearly delineate the rules of the Ewing-Lawrence Sewerage Authority and to establish guidelines for the employees, the following rules in discipline are specifically listed. These rules may be amended or supplemented, as necessary. Violation of these rules will result in the disciplinary actions specified:

1. Violations falling under the following categories are considered very serious and will subject an employee committing these types of violations to immediate discharge:

- 1) Theft of property from Authority or other employee.
- 2) Drinking alcoholic beverages on Authority premises.
- 3) Illegal use or possession of controlled substances.
- 4) Assault on supervisor or other employee.
- 5) Intentionally punching another employee's time card or having one's own time card punched by another employee; Filling out time sheets or log books for another employee(s).
- 6) Reporting to work under the influence of alcohol or drugs.
- 7) Falsifying Ewing-Lawrence Sewerage Authority records.
- 8) Possession of illegal weapons or firearms on Ewing-Lawrence Sewerage Authority premises.
- 9) Threatening or intimidating other employees or supervisors.
- 10) Abuse of sick leave involving performance of labor or services to other parties.
- 11) Abandonment of position (5 days unauthorized absence).

1. a). Time Clock Violations

Violations of time clock rules and procedures shall be subject to the following disciplinary actions:

First Offense:	Verbal Warning
Second Offense:	Written Warning
Third Offense:	1 Day Suspension
Fourth Offense:	1 Day Suspension
Fifth Offense:	1 Day Suspension
Sixth Offense:	3 Day Suspension
Seventh Offense:	5 Day Suspension
Eighth Offense:	10 Day Suspension
Ninth Offense	Termination

On the anniversary of each employee's earliest disciplinary action for a time clock violation, management shall cause all record of the time clock violation disciplinary action "pink slip" to be removed from the employee's file. For example, if an employee has a time clock violation "pink slip" in March and a second one in June, then the following March, any record of the disciplinary action "pink slip" for the March violation shall be removed.

2.a) All other violations of the Rules of the Ewing-Lawrence Sewerage Authority shall be subject to the following disciplinary action:

First Offense:	Written Warning
Second Offense:	1 day Suspension
Third Offense:	3 days Suspension
Fourth Offense:	5 days Suspension
Fifth Offense:	10 days Suspension
Sixth Offense:	Discharge

b) The following rules are descriptive and are listed as a guide to employees. This list is not meant to be complete, but representative and is subject to amendment as deemed necessary by the Authority.

- 1) Smoking in unauthorized areas.
- 2) Leaving Department or Plant during working hours without permission.
- 3) Unauthorized operation of tools, machinery or equipment.
- 4) Violation of safety rules.
- 5) Failure to wear specified safety equipment.
- 6) Failure to report injury or accident.
- 7) Stopping work before shift ends or taking early wash-up.

- 8) Unauthorized absence.
- 9) Stretching breaks or otherwise wasting time.
- 10) Creating or contributing to unsanitary conditions by poor housekeeping.
- 11) Unauthorized soliciting of contributions on company premises.
- 12) Failure to maintain production standards.
- 13) Unauthorized lateness.
- 14) Eating at work station, other than authorized times.
- 15) Eating in areas deemed unsanitary.
- 16) Use of another employee's tools without permission.
- 17) Failure to follow specified job instructions.
- 18) Inability or unwillingness to work harmoniously with other employees.
- 19) Violation of call-in procedure.
- 20) Present in lunch room during working hours other than 20 minute lunch period.
- 21) Abuse of sick leave not involving the performance of labor or services to other parties.
- 22) Intentionally misusing or damaging Ewing-Lawrence Sewerage Authority property or the property of another employee.
- 23) Gambling on Ewing-Lawrence Sewerage Authority premises.
- 24) Insubordination by refusing a supervisor's order.
- 25) Sleeping on the job during working hours.
- 26) Deliberately restricting output.
- 27) Attempting to provoke a fight on company premises.
- 28) Removal of company records or release of confidential information.
- 29) Personal use of Ewing-Lawrence Sewerage Authority tools.

material or equipment without permission.

- 30) Failure to notify Employer of loss of any License required by the Job description for the position held by the employee within thirty (30) days of loss.